

## Message Text

UNCLASSIFIED

PAGE 01     DACCA 00681 01 OF 03 120551Z  
ACTION HEW-06

INFO OCT-01 NEA-10 ISO-00 OES-06 L-03 /026 W  
-----120555Z 019413 /10/64

P 090730Z FEB 77  
FM AMEMBASSY DACCA  
TO SECSTATE WASHDC PRIORITY 3494

UNCLAS SECTION 1 OF 3 DACCA 0681

C O R R E C T E D C O P Y (TEXT)

PASS NIH FOR DENNIS JOHNSEN

E.O. 11652: N/A  
TAGS     : OSCI, TBIO, TPHY, BG  
SUBJECT   : PRIMATE SURVEY IN BANGLADESH

REF     : STATE 022575

1. SUMMARY. AMEMBASSY DACCA RECEIVED FOR COMMENT BY NIH ON FEBRUARY 8, 1977 COPIES OF THE BDG MINISTRY OF FORESTS, FISHERIES AND WILDLIFE'S PRELIMINARY DRAFT OF ITS PROPOSED AGREEMENT WITH THE NATIONAL INSTITUTES OF HEALTH FOR A SURVEY OF NON-HUMAN PRIMATES IN BANGLADESH AS AMENDED. PARA 3 INCLUDE THE TEXT OF THE PROPOSAL. END SUMMARY.

2. THE PROPOSED AGREEMENT WAS ACCOMPANIED BY THE FOLLOWING COVERING LETTER: BEGIN TEXT: SECRETARY TO THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH, MINISTRY OF FOREST, FISHERIES & LIVESTOCK, BANGLADESH SECRETARIAT, DACCA, 22/P.A. FEBRUARY 8, 1977, DEAR MR. BORN, WHILE WE ARE EXAMINING THE PROPOSED DRAFT AGREEMENT BETWEEN THE NATIONAL INSTITUTES OF HEALTH AND JOHNS HOPKINS UNIVERSITY RECEIVED BY US YESTERDAY WE WOULD VERY MUCH LIKE TO APPRISE YOU OF THE POSSIBLE AMENDMENTS THAT MAY BE EFFECTED IN THE DRAFT AGREEMENT  
UNCLASSIFIED

UNCLASSIFIED

PAGE 02     DACCA 00681 01 OF 03 120551Z

LEFT BY DR. JOHNSEN. NOW THAT THE SURVEY PROPOSAL IS NEARING FINALISATION AT THE TOP MOST LEVEL WE THOUGHT THAT IT WOULD BE OF USE TO US TO KNOW YOUR REACTION TO THE POSSIBLE AMENDMENTS INCORPORATING WHICH SUITABLY WE ARE SENDING HERewith A SLIGHTLY REVISED ONE.  
SINCERELY YOURS, Q.J. AHMAD, SECRETARY. END TEXT.

3. THE PRELIMINARY TEXT OF THE PROPOSED AGREEMENT AS AMENDED IS AS FOLLOWS: BEGIN TEXT: AGREEMENT BETWEEN THE BANGLADESH MINISTRY OF FORESTS, FISHERIES AND LIVESTOCK AND THE UNITED STATES NATIONAL INSTITUTES OF HEALTH FOR CONDUCTING A SURVEY OF NONHUMAN PRIMATES IN BANGLADESH

THIS AGREEMENT MADE AND ENTERED INTO THIS (BLANK) DAY OF (BLANK), 1977 BY AND BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH WHICH TERM SHALL INCLUDE SUCCESSORS, ASSIGNS AND HEIRS IN OFFICE HEREINAFTER REFERRED TO AS THE GOVERNMENT ON THE ONE PART AND THE UNITED STATES NATIONAL INSTITUTES OF HEALTH WHICH TERM SHALL INCLUDE SUCCESSORS, ASSIGNS, CONSULTANTS, SUB-CONTRACTORS AND EMPLOYEES HEREINAFTER REFERRED TO AS THE INSTITUTE ON THE OTHER PART;

WITNESSETH:

WHEREAS THE GOVERNMENT DESIRES THAT A SURVEY OF NON-HUMAN PRIMATE POPULATION WITHIN BANGLADESH BE CONDUCTED AT THE EARLIEST OPPORTUNITY; AND,

WHEREAS THE DIRECTOR OF THE INSTITUTE IS WILLING TO UNDERTAKE SUCH A SURVEY OF NON-HUMAN PRIMATE POPULATION BY PROVIDING FINANCIAL AND TECHNICAL ASSISTANCE;

THEREFORE, THE GOVERNMENT AND THE INSTITUTE EACH IN CONSIDERATION OF THE MUTUAL PROMISES, UNDERTAKINGS ON THE PART OF THE OTHER HEREIN CONTAINED HEREBY AGREE AS FOL-  
UNCLASSIFIED

UNCLASSIFIED

PAGE 03     DACCA 00681 01 OF 03 120551Z

LOWS:

DEFINITIONS

IN THESE PRESENTS UNLESS THERE IS ANYTHING REPUGNANT TO THE SUBJECT AND CONTEXT,

(A) GOVERNMENT SHALL MEAN THE PEOPLE'S REPUBLIC OF BANGLADESH REPRESENTED BY THE FOREST, FISHERIES AND LIVESTOCK DIVISION OF THE MINISTRY OF AGRICULTURE.

(B) INSTITUTE SHALL MEAN THE US NATIONAL INSTITUTE OF HEALTH AND OR ITS DESIGNATED CONSULTANTS, SUB-CONTRACTORS, EMPLOYEES AND OFFICERS.

(C) SURVEY TEAM SHALL MEAN PERSONNEL EMPLOYED BY THE INSTITUTE OR FORMALLY ATTACHED TO THE GROUP CONDUCTING NON-HUMAN PRIMATE SURVEY IN BANGLADESH.

## I. SCOPE OF SERVICES

1. SURVEY: THE INSTITUTE WILL DESIGNATE AND DEPUTE QUALIFIED SCIENTIFIC STAFF TO CARRY OUT A SURVEY OF THE NON-HUMAN PRIMATE POPULATION OF BANGLADESH. THE SURVEY WILL BE DESIGNED TO OBTAIN AS ACCURATE AN ESTIMATE OF THE SIZE, COMPOSITION, AND DISTRIBUTION OF THE NON-HUMAN PRIMATE POPULATION WITHIN ACTUAL AND POTENTIAL HABITAT. THE DERIVED INFORMATION SHALL PROVIDE A SCIENTIFICALLY RATIONAL BASIS (SUBJECT TO THE SATISFACTION OF THE GOVERNMENT) FOR LIMITING TRAPPING ACTIVITIES TO A LEVEL THAT WILL ENSURE SUSTAINED YIELD WITHOUT ENDANGERING THE CONTINUED SURVIVAL OF THE NON-HUMAN PRIMATE BREEDING POPULATION WITHIN BANGLADESH. THE SURVEY WILL ENCOMPASS FOREST AREAS IN THE DISTRICT OF MYMENSINGH, SYLHET, CHITTAGONG, KHULNA AND CHITTAGONG HILL TRACTS (KASSALONG FOREST ONLY). THE SURVEY WILL ALSO INCLUDE AREAS OUT-UNCLASSIFIED

UNCLASSIFIED

PAGE 04     DACCA 00681 01 OF 03 120551Z

SIDE THE FORESTS WHERE NON-HUMAN PRIMATES DAMAGE AGRICULTURAL AND HORTICULTURAL CROPS.

2. PHASES OF SURVEY: THE SURVEY WILL BE CONDUCTED IN TWO PHASES. THE FIRST PHASE WILL BE A PRELIMINARY SURVEY OF APPROXIMATELY TWO MONTHS DURATION THAT WILL BE CARRIED OUT PRIOR TO THE COMMENCEMENT OF THE RAINY SEASON IN 1977. IT WILL PROVIDE THE INITIAL ZOOGRAPHIC, TOPOGRAPHIC, AND THE LOGISTICAL INFORMATION THAT IS REQUIRED TO FORMULATE DETAILED PLANS FOR THE SECOND PHASE. SUCH INFORMATION WILL INCLUDE DETERMINING THE EXTENT AND LOCATION OF FOREST AND OTHER NON-HUMAN PRIMATE HABITATS, AND CARRYING OUT LIMITED SURVEYS THAT WILL PROVIDE EARLY GUIDANCE ON WHAT LIMITS SHOULD BE PLACED ON TRAPPING OF RHESUS MONKEYS DURING 1977. THE SECOND PHASE WILL BE CONDUCTED FOLLOWING THE 1977 RAINY SEASON AND WILL BE COMPLETED IN LESS THAN 6 MONTHS. IN THE SECOND PHASE, ESTIMATES OF NON-HUMAN PRIMATE POPULATIONS WILL BE DETERMINED BY DEFINITIVE FIELD STUDIES. SURVEY DATA WILL BE COLLECTED FROM TRANSECT SAMPLES REPRESENTING ONE PERCENT OF EACH 100 SQUARE KM OF FOREST IN THE SURVEY AREA. FOR EACH 1000 SQUARE KM OF FOREST AREA, POPULATION ESTIMATES WILL BE OBTAINED WITH DATA SUFFICIENT TO ESTABLISH STATISTICAL RELIABILITY AT THE 90 PERCENT LEVEL THAT IS WITHIN PLUS OR MINUS 20 PERCENT OF THE POPULATION MEAN. A TROOP SIZE AND COMPOSITION DETERMINATION CENSUS WILL BE CARRIED OUT FOR EACH 1000 SQUARE KM OF FOREST AREA AND WILL INCLUDE DIRECT OBSERVATION OF AT LEAST 5 TROOPS IF POSSIBLE. DATA WILL BE ANALYZED TO PROVIDE AN ESTIMATION OF POPULATION CHARACTERISTICS THAT ARE RELEVANT TO THE PURPOSES OF THE PROJECT.

3. TRAINING: TWO BANGLADESH FOREST RANGERS AND OTHER INDIVIDUALS WITH EQUIVALENT EDUCATION AND EXPERIENCE WILL ASSIST IN CONDUCTING THE SURVEY AND BE TRAINED BY THE INSTITUTE IN SURVEY TECHNOLOGY. TRAIN-  
UNCLASSIFIED

UNCLASSIFIED

PAGE 05     DACCA 00681 01 OF 03 120551Z

ING WILL BE DIRECTED TOWARDS ENABLING THESE INDIVIDUALS TO FUNCTION UNDER THE AUSPICES OF THE GOVERNMENT IN MONITORING THE LONG TERM EFFECTS OF TRAPPING ON NON-HUMAN PRIMATE POPULATIONS IN BD AND TO CONDUCT ADDITIONAL SURVEYS IN BANGLADESH IF SUCH SURVEY IS NECESSARY IN THE OPINION OF THE GOVERNMENT.

UNCLASSIFIED

NNN

UNCLASSIFIED

PAGE 01     DACCA 00681 02 OF 03 100146Z  
ACTION HEW-06

INFO OCT-01 NEA-10 ISO-00 OES-06 L-03 /026 W  
-----100229Z 117913 /64

P 090730Z FEB 77  
FM AMEMBASSY DACCA  
TO SECSTATE WASHDC PRIORITY 3495

UNCLAS SECTION 2 OF 3 DACCA 0681

4. PERSONNEL: THE INSTITUTE WILL HIRE ALL PERSONNEL EMPLOYED FOR CONDUCTING THE SURVEY WITH THE EXCEPTION OF THE TWO FOREST RANGERS INDICATED IN (3) ABOVE AND SIX ARMED GUARDS THAT MAY BE PROVIDED IN SUNDARBANS AREA. SALARIES FOR BANGLADESHI NATIONALS WILL BE ESTABLISHED BY NIH AT LEVELS THAT ARE REASONABLE AND IN GENERAL CORRESPOND TO THOSE PAID BY GOVERNMENT OR COMMERCIAL ESTABLISHMENTS IN BANGLADESH WHICHEVER IS MORE CONVENIENT FOR THE EMPLOYEES. PERSONNEL HIRED BY NIH FOR THE SURVEY SHALL BE EXCLUSIVELY THE EMPLOYEES OF NIH WHICH WILL HAVE COMPLETE AUTHORITY IN PERSONNEL ACTIONS THAT ARE NECESSARY TO CONDUCT THE SURVEY. ONE U.S. SCIENTIST WILL PARTICIPATE IN THE FIRST PHASE AND TWO TO THREE U.S. SCIENTISTS WILL PARTICIPATE IN THE SECOND PHASE. SCIENTISTS WILL BE ASSISTED BY TWO FOREST RANGERS OR EQUIVALENT OFFICERS

OF THE GOVERNMENT. IN ADDITION THE GOVT. WILL PROVIDE UP TO SIX ARMED GUARDS WHEN THE SURVEY IS UNDERTAKEN IN SUNDERBANS AREA. THE FOLLOWING OTHER STAFF WILL BE RECRUITED AND PAID FOR BY THE INSTITUTE:

A. VEHICLE DRIVERS - 3.

B. LABOURERS. - 12.

C. SPEED BOAT DRIVERS - 4.

D. BOATMAN - 12.

UNCLASSIFIED

UNCLASSIFIED

PAGE 02 DACCA 00681 02 OF 03 100146Z

5. TRANSPORTATION: THE INSTITUTE WILL PAY FOR ALL TRANSPORTATION COSTS AND ALLOWANCES INCIDENT TO THE SURVEY. SUCH COSTS WILL INCLUDE BUT NOT LIMITED TO VEHICLE PURCHASE, SPARE PARTS, REPAIRS AND SERVICING, PETROLEUM-OILS-LUBRICANTS CONSUMED, RAILWAY-STEAMER-AIR FARES, VEHICLE RENTAL FEES, CHARGES FOR COMMON CARRIERS AND TRAVELLING-COMPENSATORY ALLOWANCES. TRAVELLING-COMPENSATORY ALLOWANCES WILL BE PROVIDED FOR EACH BANGLADESHI MEMBER OF THE SURVEY TEAM AT LEVELS THAT ARE REASONABLE AND IN GENERAL CORRESPOND TO THOSE PAID BY THE GOVERNMENT OR COMMERCIAL ESTABLISHMENTS (WHICHEVER IS HIGHER) IN BANGLADESH.

6. PROCUREMENT OF EQUIPMENTS: THE INSTITUTE SHALL PURCHASE OR PROVIDE ALL EQUIPMENTS NECESSARY TO CARRY OUT THE SURVEY. EQUIPMENTS SHALL INCLUDE BUT NOT LIMITED TO THREE VEHICLES (JEEP CJ-15 OR RANGE ROVER-FOUR WHEEL DRIVE OR EQUIVALENT) SPEED BOATS WITH APPROPRIATE ENGINES, SPARE PARTS, TRANQUILIZER GUNS (MX99 OR EQUIVALENT), PHOTOGRAPHIC EQUIPMENTS AND ACCESSORIES (STILL AND MOVIE), CAMPING EQUIPMENTS, BOATS, AND OFFICE OR COMPUTATIONAL EQUIPMENTS. ON TERMINATION OF THE PROJECT SUCH EQUIPMENT EXCLUSIVE OF PERSONAL PROPERTY BELONGING TO SURVEY TEAM MEMBERS DECLARED AS SUCH AT THE TIME OF IMPORT SHALL VEST IN THE GOVERNMENT FREE OF ANY LIABILITY.

7. REPORTS: THE INSTITUTE WILL PROVIDE THE GOVERNMENT WITH A PRELIMINARY REPORT FOLLOWING THE COMPLETION OF THE FIRST PHASE OF SURVEY NOT LATER THAN 30TH JUNE, 1977, AND FINAL REPORT IN TEN COPIES FOLLOWING COMPLETION OF THE SECOND PHASE NOT LATER THAN 30TH JUNE, 1978. THE FORMAT OF THE REPORT SHALL BE AGREED UPON IN A DISCUSSION BETWEEN THE PARTIES. ALL WORKING PAPERS COMPUTATIONAL DETAILS, MAPS, CHARTS, BAR DIAGRAMS ETC. SHOULD BE APPENDED TO THE REPORT.

UNCLASSIFIED

UNCLASSIFIED

PAGE 03 DACCA 00681 02 OF 03 100146Z

8. OPERATIONAL SCHEDULE: THE FIRST PHASE OF THE SURVEY WILL COMMENCE NO LATER THAN 15 FEBRUARY PROVIDED THE PROJECT HAS RECEIVED TANTATIVE APPROVAL BY THE GOVERNMENT BY 31ST JANUARY, 1977. IT WILL BE COMPLETED NO LATER THAN 15 APRIL, 1977. THE SECOND PHASE WILL BEGIN NO LATER THAN 1 OCTOBER, 1977 AND BE COMPLETED NO LATER THAN 31ST APRIL, 1978.

9. SURVEY MANUAL: THE INSTITUTE WILL PREPARE A SURVEY MANUAL WHICH DESCRIBES THE PROCEDURES TO BE USED FOR CONDUCTING INITIAL AND ONGOING SURVEYS OF NON-HUMAN PRIMATES IN BANGLADESH, ANALYZING AND EVALUATING FIELD SURVEY DATA, DETERMINING NON-HUMAN PRIMATE TAKONOMIC CLASSIFICATION, AND APPROPRIATE TERMINOLOGY. TWENTY (20) COPIES OF THE MANUAL WILL BE SUBMITTED WITH THE FINAL REPORT.

## II. OBLIGATIONS OF THE GOVERNMENT.

1. PERSONNEL: THE GOVERNMENT WILL DEPLOY TWO FOREST RANGERS FOR ASSIGNMENT TO THE SURVEY TEAM AND PAY THEIR SALARIES ONLY FOR THE PERIOD THEY ARE ATTACHED TO THE SURVEY TEAMS. THE GOVERNMENT WILL PROVIDE SIX ARMED GUARDS FOR SURVEY WORK CONDUCTED IN THE SUNDARBANS.

2. TRANSPORTATION: THE GOVERNMENT MAY HIRE LAUNCHES AND BOATS WHEN POSSIBLE AT THE COST AND EXPENSE OF THE INSTITUTE FOR CARRYING OUT SURVEY ACTIVITIES IN AREAS THAT ARE ACCESSIBLE ONLY BY WATER.

3. INFORMATION AND DATA: THE GOVERNMENT WILL PROVIDE, WITHOUT COST, NORMALLY AVAILABLE MAPS AND FOREST WORKING PLANS FOR AN ACCURATE ASSESSMENT OF THE SURVEY TERRAIN AND SURVEY PLANNING.

UNCLASSIFIED

UNCLASSIFIED

PAGE 04 DACCA 00681 02 OF 03 100146Z

4. LOCAL ASSISTANCE TO SURVEY TEAMS: THE GOVERNMENT WILL ASSIST THE SURVEY TEAM WHEN POSSIBLE TO OBTAIN LAUNCHES, LOCATE ACCOMMODATIONS, PROVIDE SCOUT SUPPORT, FURNISH INFORMATION ABOUT LOCAL WOLD-LIFE AND FOREST CONDITIONS, AND PROCURE LABOURERS AND EXPENDABLE SUPPLIES AT THE COST OF THE INSTITUTE.

5. RESTRICTION ON TRAPPING: THE GOVERNMENT WILL ASSURE THAT TRAPPING OF NON-HUMAN PRIMATES IS ELIMINATED IN SURVEY (SEE I.1.) UNTIL THE SURVEY IS COMPLETED.

6. PAYMENT OF DUTY: THE GOVERNMENT SHALL PERMIT THE INSTITUTE TO IMPORT ON PAYMENT OF DUTY BY THE GOVT. SUPPLIES, MATERIALS, AND TECHNICAL PUBLICATIONS AND BOOK FOR USE BY THE SURVEY TEAM AS IS REQUIRED FOR PROPER COMPLETION OF THE SURVEY WHERE SUCH ITEMS CANNOT BE OBTAINED LOCALLY OR WHERE THE QUALITY OR DELIVERY OF LOCAL ITEMS IS NOT SATISFACTORY TO THE INSTITUTE. ALL SUCH ITEMS PROCURED AND IMPORTED FOR THE PROJECT AND ALL REMAINING EQUIPMENT AND CONSUMABLE AND NON-CONSUMABLE SUPPLIES PROCURED LOCALLY BY THE INSTITUTE WILL BECOME THE PROPERTY OF THE GOVERNMENT UPON COMPLETION OR TERMINATION OF THE AGREEMENT. SUCH EQUIPMENT SHALL INCLUDE BUT NOT BE LIMITED TO VEHICLES, SPEED BOATS, PHOTOGRAPHIC EQUIPMENT, TRANQUILIZER GUNS, CAMP EQUIPMENTS, AND TOOLS. IT IS HOWEVER EXPRESSLY UNDERSTOOD THAT COMMISARIAT GOODS SHALL NOT BE LEFT BEHIND BY THE INSTITUTE.

7. REGISTRATION, WORK PERMITS, AND DUTY FREE IMPORT PRIVILEGES. THE GOVERNMENT SHALL ASSIST THE INSTITUTE PERSONNEL IN OBTAINING ENTRY VISAS, RESIDENCE PERMITS, AND CLEARANCE AS REQUIRED BY BANGLADESH LAW FOR INSTITUTE'S EXPATRIATE PERSONNEL, AND THEIR DEPENDENTS TO ENABLE THEM TO ENTER OR LEAVE BANGLADESH AND SHALL ASSIST SUCH PERSONNEL AND THEIR DEPENDENTS WHERE NECESSARY IN COMPLYING WITH ANY LAW OR REGULATION AFFECTING FOREIGNERS IN UNCLASSIFIED

UNCLASSIFIED

PAGE 05      DACCA 00681 02 OF 03 100146Z

BANGLADESH.

8. ACCESS TO SURVEY AREAS. THE GOVT. SHALL ARRANGE FOR INSTITUTE'S PERSONNEL TO SECURE THE PERMITS AND RIGHT OF WAY THAT MAY BE NECESSARY TO ENABLE THEM TO ENTER SURVEY AREAS.

UNCLASSIFIED

NNN

UNCLASSIFIED

PAGE 01      DACCA 00681 03 OF 03 100156Z

ACTION HEW-06

INFO OCT-01 NEA-10 ISO-00 OES-06 L-03 /026 W

-----100229Z 117997 /64

P 090700Z FEB 77

FM AMEMBASSY DACCA

TO SECSTATE WASHDC PRIORITY 3496

UNCLAS SECTION 3 OF 3 DACCA 0681

9. BANGLADESH TAXES AND LEVIES. THE GOVERNMENT SHALL ENDEAVOR TO ARRANGE FOR NIH EXPATRIATE PERSONNEL THE NECESSARY PERMITS FOR EXEMPTION FROM TAXES ON INCOME, PERSONAL PROPERTY, AND TRANSACTIONS AND CUSTOMS DUTY FREE IMPORT OF SPIRITS, CIGARETTES, FOOD STUFFS, AND CONSUMABLE PERSONAL EFFECTS UPTO THE LIMITS PRESCRIBED BY GOVERNMENT LAW.

10. INDEMNIFICATION. THE GOVERNMENT SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE INSTITUTE AND ITS PERSONNEL, AND DEFEND THE INSTITUTE AND SUCH PERSONNEL FROM AND AGAINST ALL CLAIMS, DEMANDS, OR SUITS THAT MAY BE BROUGHT AGAINST NIH OR SUCH PERSONNEL ARISING DIRECTLY FROM EXECUTION OF WORK UNDER THIS AGREEMENT PROVIDED SUCH CLAIMS, DEMANDS, OR SUITS ARE NOT THE RESULT OF ACTS OF NEGLIGENCE OF WILLFULLY WRONGFUL ACTS OF NIH OR SUCH PERSONNEL. NIH SHALL NOTIFY THE GOVERNMENT IMMEDIATELY OF ANY SUCH CLAIMS, DEMANDS, OR SUITS BROUGHT AGAINST IT OR AGAINST SUCH PERSONNEL.

11. CONTROL AND CO-ORDINATION: THE SURVEY WILL BE CONDUCTED UNDER THE CONTROL AND CO-ORDINATION OF THE GOVERNMENT WHO MAY NOMINATE ANY OTHER OFFICER FOR THIS PURPOSE.

III. COMMENCEMENT, DURATION AND COMPLETION.

UNCLASSIFIED

UNCLASSIFIED

PAGE 02 DACCA 00681 03 OF 03 100156Z

THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE WRITTEN ABOVE. THE STARTING DATE WILL BE 15 JANUARY, 1977 OR NO LESS THAN 30 DAYS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT IF LATER THAN 15 DECEMBER, 1976. THE FIRST PHASE WILL REQUIRE UP TO 60 DAYS FOR COMPLETION. THE SECOND PHASE WILL REQUIRE UP TO 150 DAYS FOR COMPLETION. THE PROJECTED DATE FOR THE COMPLETION OF FIELD STUDIES IS 31ST APRIL, 1978.

IV. TERMINATION.



THIS AGREEMENT MAY BE TERMINATED FOR CONVENIENCE OR CAUSE AT ANY TIME BY MUTUAL AGREEMENT OF THE GOVERNMENT AND THE NIH OR WITHIN 3 MONTHS AFTER WRITTEN NOTICE BY EITHER OF THE PARTIES. UPON NOTICE OF TERMINATION, NIH WILL BRING SURVEY WORK AND SERVICES TO AN ORDERLY CONCLUSION INCLUDING DEMOBILIZATION OF PERSONNEL, EQUIPMENT AND PERSONNEL EFFECTS TO POINTS OF ORIGIN UNLESS SPECIFIED OTHERWISE IN THIS AGREEMENT.

V. FORCE MAJEURE.

THE INSTITUTE SHALL PROMPTLY NOTIFY THE GOVERNMENT IN WRITING AND THE GOVERNMENT SHALL PROMPTLY NOTIFY THE NIH IN WRITING OF THE OCCURRENCE OF ANY EVENT OF FORCE MAJEURE. AS USED HEREIN, THE TERM "FORCE MAJEURE" SHALL MEAN EVENTS ATTRIBUTABLE TO THE FOLLOWING CAUSES:

A. NATURAL CAUSES SUCH AS EARTHQUAKES, TYPHOONS, STORMS, FLOODS, EPIDEMICS AND OTHER SIMILAR CAUSES AFFECTING THE SURVEY TO THE EXTENT THAT WOULD MAKE IT IMPOSSIBLE OR IMPRACTICAL FOR THE NIH OR THE GOVERNMENT TO CARRY OUT, IN WHOLE OR IN PART, THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

B. HUMAN CAUSES SUCH AS WAR, REVOLUTION, INSURRECTION,  
UNCLASSIFIED

UNCLASSIFIED

PAGE 03     DACCA 00681 03 OF 03 100156Z

BLOCKAGES, CIVIL DISTURBANCES, STRIKES, OR OTHER ANALOGOUS CAUSES, INCLUDING BUT NOT LIMITED TO THE OCCURRENCE OF A NATIONAL BANKING MORATORIUM, TO SUCH EXTENT THAT WOULD MAKE IT IMPOSSIBLE OR IMPRACTICABLE FOR THE INSTITUTE OR THE GOVERNMENT TO CARRY OUT IN WHOLE OR IN PART, THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

UPON GIVING SUCH NOTICE BY EITHER PARTY, SUCH PARTY AS OF THE DAY OF SUCH NOTICE SHALL BE RELIEVED FROM LIABILITY FOR THE FAILURE TO CARRY OUT ITS OBLIGATIONS TO THE EXTENT SUCH FAILURE IS DUE TO THE OCCURRENCE OF SUCH FORCE MAJEURE. IN SUCH EVENT, EITHER PARTY MAY TERMINATE THIS AGREEMENT BY GIVING THIRTY (30) DAYS NOTICE IN WRITING TO THE OTHER. UPON THE GIVING OR RECEIPT OF SUCH NOTICE OF TERMINATION, THE INSTITUTE SHALL TAKE IMMEDIATE STEPS TO BRING THE WORK TO A CLOSE IN A PROMPT AND ORDERLY MANNER.

VI. CHANGES, MODIFICATION AND AMENDMENTS.

THE GOVERNMENT MAY AT ANY TIME BY WRITTEN ORDER TO THE INSTITUTE ISSUE ADDITIONAL INSTRUCTIONS, REQUIRE ADDITIONAL WORK OR SERVICES, REQUIRE CHANGES OR ALTERA-

TIONS IN THE WORK, OR DIRECT THE OMISSION OF SERVICES PROVIDED FOR UNDER THIS AGREEMENT. THE INSTITUTE MAY REFUSE TO ACCEPT SUCH CHANGES IF THEY ARE NOT CONSISTENT WITH SURVEY REQUIREMENTS OR NOT WITHIN THE CAPABILITIES OF INSTITUTE. THE EXTENT THAT SUCH REFUSAL IS NOT ACCEPTED BY THE GOVERNMENT IT MAY BE CONSIDERED AS A BASIS FOR TERMINATION UNDER PARAGRAPH IV.1. ABOVE.

2. THE INSTITUTE SHALL NEITHER MAKE NOR PERMIT ANY ADDITIONS, CHANGES, EXTENSIONS, MODIFICATIONS, ALTERATIONS, OR OMISSIONS IN THE SERVICES TO BE PERFORMED HEREUNDER EXCEPT UPON THE WRITTEN APPROVAL OF THE GOVERNMENT.

UNCLASSIFIED

UNCLASSIFIED

PAGE 04     DACCA 00681 03 OF 03 100156Z

3. ALL ADDITIONS, CHANGES, EXTENSIONS, MODIFICATIONS, AND ALTERNATIONS IN THE SURVEY DESCRIBED IN THIS AGREEMENT MUST BE AGREED UPON BY BOTH GOVERNMENT AND THE INSTITUTE IN WRITING BEFORE BECOMING EFFECTIVE.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE AND YEAR DESIGNATED. END TEXT.

4. IT SHOULD BE NOTED THAT THE BDG'S PROPOSED AMENDED TEXT REDUCES THE BDG PERSONNEL INVOLVED IN THE PROJECT FROM FOUR TO TWO. MOST SECTIONS OF THE PROPOSED AGREEMENT HAVE BEEN AT LEAST PARTIALLY REWRITTEN, BUT APPARENTLY UNCHANGED IN SUBSTANCE.

5. SECRETARY Q.J. AHMED INFORMS US THAT AFTER THE NIH RESPONDS TO THE PROPOSED AGREEMENT, THE AGREEMENT MUST BE CONSIDERED BY THE EXECUTIVE COMMITTEE OF THE NATIONAL ECONOMIC COUNCIL OF THE BDG.

MASTERS

UNCLASSIFIED

NNN

## Message Attributes

**Automatic Decaptioning:** X  
**Capture Date:** 01-Jan-1994 12:00:00 am  
**Channel Indicators:** n/a  
**Current Classification:** UNCLASSIFIED  
**Concepts:** SCIENTIFIC COOPERATION, SURVEYS, WILD LIFE  
**Control Number:** n/a  
**Copy:** SINGLE  
**Sent Date:** 09-Feb-1977 12:00:00 am  
**Decaption Date:** 01-Jan-1960 12:00:00 am  
**Decaption Note:**  
**Disposition Action:** n/a  
**Disposition Approved on Date:**  
**Disposition Case Number:** n/a  
**Disposition Comment:**  
**Disposition Date:** 01-Jan-1960 12:00:00 am  
**Disposition Event:**  
**Disposition History:** n/a  
**Disposition Reason:**  
**Disposition Remarks:**  
**Document Number:** 1977DACCA00681  
**Document Source:** CORE  
**Document Unique ID:** 00  
**Drafter:** n/a  
**Enclosure:** n/a  
**Executive Order:** N/A  
**Errors:** N/A  
**Expiration:**  
**Film Number:** D770073-0933, D770047-0191  
**Format:** TEL  
**From:** DACCA  
**Handling Restrictions:** n/a  
**Image Path:**  
**ISecure:** 1  
**Legacy Key:** link1977/newtext/t19770260/aaaacapc.tel  
**Line Count:** 533  
**Litigation Code IDs:**  
**Litigation Codes:**  
**Litigation History:**  
**Locator:** TEXT ON-LINE, ON MICROFILM  
**Message ID:** 7d9dacc9-c288-dd11-92da-001cc4696bcc  
**Office:** ACTION HEW  
**Original Classification:** UNCLASSIFIED  
**Original Handling Restrictions:** n/a  
**Original Previous Classification:** n/a  
**Original Previous Handling Restrictions:** n/a  
**Page Count:** 10  
**Previous Channel Indicators:** n/a  
**Previous Classification:** n/a  
**Previous Handling Restrictions:** n/a  
**Reference:** 77 STATE 22575  
**Retention:** 0  
**Review Action:** RELEASED, APPROVED  
**Review Content Flags:**  
**Review Date:** 27-Oct-2004 12:00:00 am  
**Review Event:**  
**Review Exemptions:** n/a  
**Review Media Identifier:**  
**Review Release Date:** n/a  
**Review Release Event:** n/a  
**Review Transfer Date:**  
**Review Withdrawn Fields:** n/a  
**SAS ID:** 3372004  
**Secure:** OPEN  
**Status:** NATIVE  
**Subject:** PRIMATE SURVEY IN BANGLADESH  
**TAGS:** OSCI, TBIO, TPHY, BG, US, NIH  
**To:** STATE  
**Type:** TE  
**vdkgvwkey:** odb://SAS/SAS.dbo.SAS\_Docs/7d9dacc9-c288-dd11-92da-001cc4696bcc  
**Review Markings:**  
Margaret P. Grafeld  
Declassified/Released  
US Department of State  
EO Systematic Review  
22 May 2009  
**Markings:** Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 22 May 2009